

COMMONWEALTH OF VIRGINIA
DIVISION OF PURCHASES AND SUPPLY
PO Box 1199
RICHMOND, VA 23218-1199

CONTRACT # E194-73088

Contract Title: 2WD Chevy Tahoe, Police Package, 4-Door

1	DATE:	6/15/14
2	CONTRACT PERIOD:	6/15/14 to 6/15/15
3	SUPERCEDES:	n/a
4	AUTHORIZED USERS:	See Below
5	VENDORS eVA VENDOR ID#	C13056
6	CONTRACTOR/ VENDOR	Hall Automotive, LLC
7	CONTRACTOR CONTACT	Jennifer Cornaro
8	TERMS	NET 30
9	DELIVERY	120 DAYS ARO
10	F.O.B.	See Pricing Schedule
11	CONTRACT PRICES	See Pricing Schedule
12	DPS CONTRACT OFFICER	Dennis Donahue Phone: 804-786-5410 Email: dennis.donahue@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov under the State Contracts webpage

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is **Mandatory** for all STATE AGENCIES (unless otherwise indicated in item 4 above) and Optional Use for other public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120, to include private institutions of higher education chartered in Virginia **and** granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

NOTE: *This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or offeror because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.*

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1. VENDOR INFORMATION

Contractor Name	<u>eVA Vendor ID (VCUST)</u>	Location Address	Contact Information (Name, Phone, Fax and Email)
HALL AUTOMOTIVE, LLC	C13056	3757 Bonney Road Virginia Beach, VA 23452	Jennifer Cornaro (o) 757-498-2303 (fax) 757-498-2310 (email) fleet@ hallauto.com

Note: All Purchases Orders will be made out to eVA Vendor above ID# C13056

2. INSTRUCTIONS TO PURCHASE VEHICLE

For state agencies and other public bodies

1. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. This contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions. All purchase orders will be placed through eVA system.
2. **Purchase Order Information:** When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, shown above on Page 1 , **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
3. **Ordering Entity Acceptance:** Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
4. **Complaints:** Any complaint that is due to a violation or breach of the Contract provisions, shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, with a copy sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at the following link <http://eva.virginia.gov/learn-about-eva/files/VendorComplaintForm.doc>
5. **Changes:** Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.

6. This contract was bid by the vendor with the understanding that the dealer is not required to maintain an inventory of vehicles for this contract. The dealer factory orders the vehicles. **Thus, purchasers are encouraged to order vehicles early in the contract cycle.**

The Factory Order Cut-Off stated in this Contract is the last date that a dealer can place an order for you with the factory for the vehicle(s). This date is sometimes adjusted by the manufacturer due to production changes. Please check the date before ordering.

7. If you need to cancel an order, cancel it early in the process. After a vehicle has been on order for a short time, (usually about 10 days), the manufacturer will not accept a cancellation. Note: This does not apply to dealer in-stock orders. The Vendor shall honor all deliver dates quoted for in-stock purchase orders.
8. Renewals: Original contract term is 6/15/14 to 6/15/15. Four (4) optional renewal periods remain. Refer to the Renewal Clause for additional information.
9. The Contract Number MUST be correctly inserted in the field titled "Contract Number" located on the line item level of your eVA Purchase Order. Enter it exactly as "E194-73088" with no additional information

3. STANDARD BASE VEHICLE FEATURES

2WD Chevrolet Tahoe Police Package Vehicle (PPV)

This specification is for 2015, or most current model year, Chevrolet Tahoe 2WD Police Pursuit Vehicles (PPV). The vehicles shall be the manufacturer's "Police Patrol" model as indicated and shall meet all requirements of these minimum specifications. The specifications are written to meet the needs of the Virginia State Police; however, the contract resulting from this bid will be made available for use by any law enforcement agency, institutions of higher education, public bodies and other entities authorized to use the contract by the Code of Virginia. The product shall exhibit exceptional handling, performance, stability and maneuverability at both normal and high speeds.

The requirements below are for VIRGINIA'S BASE VEHICLE which may differ from the Manufacturer's Standard Base Vehicles. Vehicles and equipment bid must conform to the Base Vehicle requirements contained herein and as required in all solicitation documents Standard features may not be deleted unless specifically indicated by a specification herein.

All components, unless otherwise required by these specifications, shall be the standard or optional equipment specifically advertised and installed by the manufacturer for the police vehicle which the bidder proposes to furnish. The source of information in determining whether or not the equipment is specifically advertised for the vehicle being offered shall be the manufacturer's published police vehicle literature. It should be noted that certain features may be available only to the Virginia State Police.

All options or accessories installed upon the vehicle shall be engineered, designed, or certified by the manufacturer of the vehicle to be compatible with all components, give dependable service, and not degrade the handling, performance, safety or appearance of the vehicle. The term "heavy duty" as used in these specifications shall mean that the item to which the term is applied shall exceed the usual quality, quantity, or capacity supplied with standard production vehicles.

All standard features below are included in Virginia's BASE VEHICLE Package Price of **\$29,463**

A	B	C	D
Item #	Feature	Description	Order/ Option Code
1	Model Year	2015 or most current production model year.	
2	Make/Model	Chevy Tahoe PPV 2WD, 4-Door, Model CC15706, 9C1, 1FL Preferred Equipment Group with PPV option, specifically designed by manufacturer for high-speed emergency vehicle operation.	CC15706 / 1FL / 9C1
3	Engine	5.3L, V8, Flexible Fuel Vehicle (FFV), engine must be equipped with engine oil cooler.	L83
4	Wheelbase	116"	
5	Axle/Springs/ Frame	Manufacturer's standard for vehicle model.	

6	Transmission	6-speed automatic transmission with overdrive and column shift lever.	MYC
7	Oil Coolers	Heavy Duty engine, transmission and auxiliary air-to-oil power steering.	
8	Steering	Power Steering, adjustable tilt-wheel with shift interlock.	
9	Brakes	Four (4) wheel Anti-Lock Braking System (ABS)	
10	Alternator	160 amps	KW7
11	Batteries	Dual Heavy-Duty, 660 CCA minimum, 80-amp hour rating.	K4B
12	Restraint System	Manufacturer's standard factory installed restraint system, to include first and second row side impact head curtain air bags with roll over sensor.	
13	Seating	Cloth Front Seats No floor console. Power adjustment for driver's seat. Provides approx 15" of open space between Driver and Passenger Seat.	AZ3/9U3
14		Vinyl Rear Seat, 60/40 Split-folding Bench Seat	5T5
15		No 3rd Row Seating	ATD
16	Tires/Wheels:	Manufacturer's standard tire. All primary tires and wheels shall be identical (i.e., no cross brands or models). All tires and wheels shall be properly balanced.	QAR/RAP
17		Spare Tire: Each vehicle shall be equipped with a matching full-size spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. Must be properly balanced.	ZAK/RM7
18	Auxiliary Front Power Supply	100-amp ignition and main power supply wiring at instrument panel.	
19	Auxiliary Rear Power Supply	100-amp in cargo area.	6J1
20	Mirrors	Power right/left exterior mirrors.	
21	Locks	Power door locks with keyless entry remote device for entry.	

22	Interior Lighting	Factory Standard.	
23	Floor Covering	Black Vinyl	BG9
24	Glass	Light tint on windshield and front door windows, deep tint on all other windows. Electric rear window defogger.	
25	Windshield Wipers	Electric, two speed with intermittent wipe feature and washer system. Rear window wiper.	
26	Air Conditioning	Factory installed standard to include auxiliary rear air and heat.	
27	License Plate Bracket	Vehicle shall be equipped with front and rear license plate brackets.	VK3
28	Windows	Power - factory installed	
29	Radio	Factory installed standard -AM/FM stereo.	IO3
30		If the vehicle is normally equipped with a Satellite Radio, and the manufacturer provides a delete option, the Satellite Radio shall be deleted. (XM Radio Delete)	U2J
31	Technology	The vehicle shall not be equipped with any mandatory subscription based communication systems such as OnStar. (On Star Delete)	UE0
32	Paint Options	Manufacturer's standard production colors. (see Additional Options / Prices below)	
33	Interior Options	Manufacturer's standard production colors.	

34	Noise Suppression	<p>Shall be installed on vehicle, at the following minimum standards;</p> <ul style="list-style-type: none">a) Noise suppression (including resistor type) spark plugs, coils, and wiresb) One inch braided bonding straps in the following locations:<ul style="list-style-type: none">i. Front and rear of mufflers to undercarriage.ii. Tail pipe to undercarriage at rear bracket.iii. Each side of hood at hinge point.iv. Each side of rear liftgate at hinge points.v. Rear of engine to body at firewall. <p>The vehicle must operate at all speeds with no harmful interference to the performance of the installed public safety equipment (that includes radar, radar detector detectors, lidar, commercial voice and data wireless, 802.11, Bluetooth, mobile computer, GPS receiver, license plate reader, camera system, wireless microphone, wireless video, and private land mobile radios). A patrol vehicle may have a radar on various frequencies, commercial wireless voice and data, high-band VHF (150-173 MHz), and low band VHF (39-46 MHz), 700 MHz band (716-806 MHz), and 800 MHz band (806-854 MHz) two-way radios installed. The vehicle's performance or operation must not be degraded due to the operation of the 125 Watt transmitters along with all the other transmitters operating simultaneously. The public safety receivers may not be operationally degraded due to electromagnetic or radio frequency emission from the vehicle. The manufacturer warrants Electromagnetic Interference (EMI) and Electromagnetic Compatibility (EMC) for a period of at least three years.</p> <p>Noise suppression components in the vehicles' electrical subsystems shall be original equipment from the manufacturer and not aftermarket. The vehicle must be compatible with the Commonwealth's Statewide Radio (STARS) system with no interference.</p>	
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4. ADDITIONAL OPTIONS / PRICES

2015 Model

Effective: 6/15/14 to 6/15/15

(Commodity Code: 07180)

2015 BASE VEHICLE PRICING	Order Code	Contract Unit Price
Chevy Tahoe PPV 2WD, 4-Door, Model CC15706 , 9C1, 1FL Preferred Equipment Group with PPV option, specifically designed by manufacturer for high-speed emergency vehicle operation.	CC15706 / 1FL / 9C1	\$29,463

Options: ADD OPTIONS BELOW AS NEEDED

Feature	Description	Option Order Code	Price
ENGINE	ENGINE BLOCK HEATER	K05	\$63.75
DIFFERENTIAL	DIFFERENTIAL, HEAVY-DUTY LOCKING REAR	G80	INCLUDED
SEATS	FRONT CLOTH BUCKET SEATS WITH FLOOR CONSOLE	A95/D07	\$212.50
	VINYL FRONT SEATS, In lieu of Cloth Front, Middle 20% section removed, no Console (rear seats will remain vinyl)	9S1	\$0.00
KEYS	KEY COMMON, COMPLETE VEHICLE FLEET / ENTIRE FLEET- (alternate to 6E8)	6E2	\$21.25
	KEY COMMON, COMPLETE VEHICLE FLEET / ENTIRE FLEET- (alternate to 6E2)	6E8	\$21.25
	KEY, 6 ADDITIONAL KEYS	5HP	\$34.00
FLOORING	FLOOR COVERING, COLOR-KEYED CARPETING W/ 9C1, TO INCLUDE B58 FLOOR MATS.	B30/B58	\$161.50

WINDOWS	SWITCHES, REAR WINDOW INOPERATIVE	6N5	\$48.45
DOORS	DOOR HANDLES, INSIDE REAR DOORS INOPERATIVE	6B2	\$425.00
	DOOR LOCKS AND HANDLES, INSIDE REAR DOORS INOPERATIVE	6N6	\$50.15
LAMPS	HEADLAMPS, DAYTIME RUNNING LAMPS AND AUTOMATIC HEADLAMP CONTROL DELETE. (for police stealth surveillance)	9G8	\$8.50
	LIGHTING, RED AND WHITE FRONT AUXILIARY DOME LAMP	6C7	\$144.50
	SPOTLAMPS, LEFT HAND	7X6	\$416.50
	SPOTLAMPS, LEFT AND RIGHT HAND	7X7	\$697.00
	FLASHER SYSTEM, HEADLAMP AND TAILLAMP, DRL COMPATIBLE WITH CONTROL WIRE	6J7	\$420.75
	PROVISION FOR CAB ROOF-MOUNTED LAMP/BEACON	TRW	\$25.50
WIRING	WIRING, AUXILIARY SPEAKER	WX7	\$51.00
	WIRING, GRILL LAMPS AND SIREN SPEAKER	6J3	\$78.20
	WIRING, HORN AND SIREN CIRCUIT	6J4	\$34.85
BODYSIDE MOLDING	MOLDINGS, COLOR-KEYED BODYSIDE	RWK	\$233.75
MAX TRAILERING	MAX TRAILERING PACKAGE ON 2WD, includes JL1 Trailer Brake Controller.	NHT	\$382.50
GROUNDING	GROUND STUDS, AUXILLARY REAR COMPARTMENT	UT7	\$74.80
SHOP SERVICE MANUALS	ONE COMPLETE SET OF SHOP/SERVICE MANUALS. To be provided as soon as available from Helm.	GMT14CKUV	\$255.00

(ADD ADDITIONAL OPTIONS BELOW AS NEEDED)

Feature	Description	Option Order Code	Price
Driver Alert	Driver Alert Package	PCW	\$505.75
Recovery Hooks	Recovery hooks, 2 front, frame mounted	V76	\$42.50
Non-Deep Tint Glass	Glass, solar absorbing, non deep tint *credit*	AKP	(\$250.75)
Remote Start	Remote vehicle start	BTV	\$161.50
Keyless Entry	Remote keyless entry package (6 additional transmitters)	AMF	\$63.75
Power Pedals	Pedals, power-adjustable for accelerator and brake	JF4	\$127.50
Theft-Deterrent	Theft-deterrent system, content, disable	UTQ	\$8.50

OPTIONS: ADD PAINT COLOR BELOW

(No default color - users must select a color below)

COLOR	SILVER ICE METALLIC	GAN	N/C
COLOR	SUMMIT WHITE	GAZ	N/C
COLOR	BLACK	GBA	N/C
COLOR	CHAMPAGNE SILVER METALLIC	GWT	N/C
COLOR	TUNGSTON METALLIC	GXG	N/C

OPTIONS: DELETE OPTIONS BELOW AS NEEDED

Feature	Description	Option Order Code	Price
DUAL BATTERY	DELETE DUAL BATTERY	-(K4B)	included in 9C1
NOISE SUPPRESSION	DELETE ALL NON-FACTORY NOISE SUPPRESSION EQUIPMENT	UN9	included in 9C1
			(PLEASE NOTE: both options not available for delete unless entire 9C1 package is removed, which is an additional cost, not deduct)

Contract # _____					Coverage Period _____ to _____		
Order Date	Agency Name	Agency Acct. #	Agency PO#	Qty	Contract Item # and Description	Unit Price	Invoice Total
TOTALS							

6. SPECIAL TERMS AND CONDITIONS

For Vendor, State Agencies, and other Public Bodies

Note: Special Terms and Conditions (T&Cs) listed below are not a complete list of all T&Cs contained in the Contract. However, T&Cs below are necessary for Authorized State of Virginia users to place a Purchase Order against this contract. Contact the Contract Officer for further information or questions.

AUDIT: The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

AUTHORIZED DEALER: Contractor certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Contractor shall provide supporting evidence from the manufacturer.

CANCELLATION OF CONTRACT: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

CONTINUITY OF SERVICES: The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:

- a) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- d) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- e) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT: Contractor certifies that his firm/individual and subcontractor is properly licensed for providing the goods/services specified.

CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the contractor or by any subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.

DEALER GENERATED ORDER CONFIRMATION: Dealer (Contractor) is required to send the ordering agency an electronic/written confirmation of receipt of their purchase order to include confirmation of the options, color choices, etc. being placed. eVA's automated email confirmation functionality may not be used to confirm orders. This applies to all orders issued against this contract. This information must be completed within 10 days after

receipt of order and must indicate the date the order was placed with the manufacturer. Confirmations should be emailed to the "Ordering Person's" address shown on the purchase order and to the attention of the contact person listed. Each vehicle must be invoiced separately.

DEALER PREPARATION: Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Each vehicle must be delivered with a quarter (1/4) tank of fuel. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency.

Additional Dealer Responsibilities:

- a) Temporary License: A Thirty Day license tag shall be furnished with each vehicle.
- b) Title Papers: All papers for titling purposes shall be prepared upon delivery of each vehicle.
- c) Vehicle Publications, Forms and Documents: Contractor must furnish one (1) copy each of the following per vehicle:
 - New Vehicle Warranty Information
 - New Vehicle Owner's Manual
 - Manufacturer's Statement of Origin (MSO)
 - Delayed Warranty Start Form, and any other such documents as necessary for delivery.
 - Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
- d) Miscellaneous: Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on vehicles furnished under this contract.

DELIVERY: Locations and Times: Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:30AM and 4:30 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the purchaser. The Vendor shall clarify and coordinate deliveries with the purchaser.

DELIVERY CHARGES: The vendor shall provide delivery for the product purchased in accordance with the following:

4. **Distance:** Shall be calculated by the number of actual miles from the vendor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Yahoo (maps and directions) at <http://maps.yahoo.com>; with the results rounded up to the next whole mile.
5. **Included Miles -** No extra charges permitted if distance is equal to or less than 150 miles from a base point of:

(VSP) Virginia State Police Headquarters, 7700 Midlothian Turnpike, Richmond, VA 23235

Vehicle(s) shall be delivered FOB Destination, freight included.

6. **Additional Mileage Fee -** extra charges permitted. If distance is equal to or more than 151 miles from above VSP base point address, vendor may add an additional delivery charge of no more than \$0.60 per mile of the difference between the actual total distance minus 150 included miles.

(Example: Actual total distance is 172 miles, minus 150 included miles, equals 22 miles difference. (22 miles x \$.60 per additional mile = \$13.20). Therefore, dealer may charge 13.20 Additional Mileage Fee - per vehicle on invoice.

DELIVERY INSPECTION: Each vehicle delivered will be checked for compliance with the specifications. If any deviations from the specifications, damage, or improper dealer preparation exist, the invoice will not be approved for payment until the vendor corrects all defects.

FINAL INSPECTION: The Contractor shall demonstrate to the authorized owners representative that the equipment delivered is fully operational and in compliance with the contract specifications. Any deficiencies shall be promptly and permanently corrected by the contractor at the contractor's sole expense prior to final acceptance.

FINANCIAL WARRANTY: Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the "financial deal") applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify DGS of the details and, at DGS's option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and DGS shall grant such request if DGS in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon DGS's request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor.

EXTRA CHARGES NOT ALLOWED: Contractor's Standard Base Vehicle Price with/without Options to the Commonwealth includes a delivery ready vehicle for the Commonwealth's use, all applicable freight and installation charges. Besides extra charges for Additional Mileage Fees, no other charges will be allowed.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to

provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

MAINTENANCE MANUALS: The contractor shall provide with each piece of equipment a operations and maintenance manual with wiring diagrams, parts list and a copy of all warranties.

MANDATORY ACCEPTANCE OF SMALL PURCHASE CHARGE CARD (SPCC) / PAYMENT TERMS/OPTIONS: (Orders under \$5,000) Contract Users pay by check, electronic funds transfer (ETF), or with the Commonwealth's authorized procurement card. Standard payment terms are net 30 days from products delivery or properly executed invoice receipt. Purchasing charge cards offer State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is Mandatory unless waived by DPS) within 90 days of contract award. For current contracts where acceptance of the purchasing card is not in effect, Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract award.

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at Level 2, which is mandatory or Level 3 which is optional. Information on the various levels for the current SPCC vendor, (Bank of America Visa- subject to change) is indicated below.

Charge Card Levels: The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

Level One (1): Vendors provide basic credit card purchase information, including but not limited to ITEMS A through D, as listed below. By passing Level 1 "Basic Data", the vendor has a standard interchange cost.

Level Two (2): Vendors provide purchase information, including, but not limited to ITEMS A through F, as listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is mandatory for any vendors who do business with the Commonwealth of Virginia and accepts the current SPCC vendor, Bank of America Visa card.

Level Three (3): Vendors provide purchase information, including, but not limited to ITEMS A through L, as listed below. By passing Level 3 (which is optional) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- | | |
|-----------------------------------------|------------------------------|
| A) Supplier Name, | G) Item Description, |
| B) Merchant Category Code, | H) Item Quantity, |
| C) Date, | I) Item Unit of Measure, |
| D) Total Purchase Amount | J) Product Code, |
| E) Customer Code (PCO Number from eVA), | K) Freight Amount, |
| F) Vendor Tax ID, | L) Extended line Item Amount |

PRICE ESCALATION/DE-ESCALATION: Price adjustments may be permitted for changes in the contractor's cost of providing goods and services. The PRODUCER PRICE INDEX/INDICES, Commodity Code 14-11-05, "Light Motor Trucks" and other relevant market conditions as approved by DPS, will be used as guides to evaluate requested price changes.

No price increases will be authorized for 365 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 365 days thereafter and only when verified to the satisfaction of the purchasing office. Price adjustments may also be allowed at the introduction of new model year.

However, “across the board” price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30day notification period. The contractor shall document the amount and proposed effective date of any general change in the price materials.

Documentation shall be supplied with the contractors request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount of percentage of increase which is being passed on to the contractor by the contractors suppliers.

Please note that an increase request equal to the actual dollar value of Fleet Wholesale Price (FWP) or Manufacturer’s Suggested Retail Price (MSRP) between model year changes cannot be requested. Vendors may request up to the “percentage” change in FWP between model years if accompanied with the documentation required in (1) and (2) above.

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increases which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

PRODUCT AVAILABILITY/SUBSTITUTION: Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in advance in writing by the Contact Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.

In the event any item on the contract is to be discontinued and/or replaced by a new item, the Contractor must notify the Contract Officer in writing in advance of the product discontinuance/replacement. A formal contract modification will be processed by the Contract Officer to reflect these types of changes.

PURCHASE VOLUME REPORTS (PVR): The Contractor shall furnish the Division of Purchases and Supply (DPS) a statement covering the total dollar volume of purchases made under this contract and a report of the total number of each contract item delivered under this contract quarterly. *(see section 6 above)*

RENEWAL OF CONTRACT: This contract is effective for one (1) year and may be renewed by the Commonwealth upon written agreement of both parties for up to four (4) successive one-year or model year periods, under the terms of the contract, and at a reasonable time (approximately 90 days) prior to the expiration. A one-year period may be defined as one model year effective until a subsequent model year is available for purchase. This contract may not exceed five 5 model years. Renewals of this contract are at the sole discretion of the Commonwealth.

SURCHARGE ADJUSTMENT FEE

a. Surcharge Adjustment (SCA)

The Contractor shall pay the Department of General Services (DGS), a Surcharge Adjustment Fee (SCA) under this Contract. The Contractor must remit the fee by the last day of the month following the end of each calendar quarter.

The SCA fee equals two percent (2%) of all reported quarterly contract sales. The SCA fee amount due must be paid by check with identification of “Contract number,” “report amounts,” and “report period,” on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the

payment shall be made by check as described herein.

- Checks are to be payable to: Treasurer of Commonwealth of Virginia
- Note in the Memo portion of the check that it is for SCA fees & the Quarter for which it is being paid & mail to:

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

b. Reporting Requirements

On a calendar quarterly basis, the Contractor shall provide the Division of Purchases and Supply, Contract Officer, with reports of the total dollar volume of purchases by each Contract User.

Reports shall be due no later than the 15th day of the month following the reported quarter end. If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. A template of the quarterly report in Excel format will be provided to the awarded contractor(s). All quarterly reports shall be delivered electronically to the Contracting Officer.

An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the awarded contract

SUBCONTRACTS: In the event that the Contractor desires to subcontract some part of its obligation hereunder, the Contractor shall furnish the Commonwealth with the names, qualifications and experience of their proposed Subcontractors. No portion of the contract shall be subcontracted without prior written consent of the Commonwealth. The Contractor shall remain fully liable and responsible for its Subcontractor(s) and shall assure compliance with all requirements of the contract.

WARRANTY: The warranty period must commence when vehicles are actually placed into service as evidenced by Purchaser's records, rather than commencing upon delivery. The warranty shall include the manufacturer's standard Bumper to Bumper Warranty (minimum 3 years or 36,000 miles). Also to include all standard manufacturer's vehicle warranty coverage warranty such as the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty.

7. GENERAL TERMS AND CONDITIONS

A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov under "Vendors Manual" on the "Vendor" tab.

B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E). In every contract over \$10,000 the provisions in 1. and 2. below apply: 1. During the performance of this contract, the contractor agrees as follows: a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer. c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements. 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. **DEBARMENT STATUS:** By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFB's: Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT (part 1 of 3): To Prime Contractor: a.) Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations). b.) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however. c.) All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed. d.) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act. e.) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed.(Continued on part 2)

J. PAYMENT (part 2 of 3): In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363). 2. To Subcontractors: a.) A contractor awarded a contract under this solicitation is hereby obligated: (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. (continued on part 3)

J. PAYMENT (part 3 of 3): b.) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be

payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an

obligation of the Commonwealth. 3.) Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

L. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

M. TESTING AND INSPECTION: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways: 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract. 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods: a. By mutual agreement between the parties in writing; or b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an

increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TAXES: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offers) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

T. INSURANCE (part 1 of 3): By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. (continued in part 2)

T. INSURANCE (part 2 of 3): MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS: 1) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract. 2). Employer's Liability - \$100,000. 3) Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy 4). Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.). (continued in part 3)

T. INSURANCE (part 3 of 3): NOTE: In addition, various Professional Liability/Errors and Omissions coverage are required when soliciting those services as follows: Profession/Service /Limits, Accounting /\$1,000,000 per occurrence, \$3,000,000 aggregate Architecture/ \$2,000,000 per occurrence, \$6,000,000 aggregate, Asbestos Design, Inspection or Abatement Contractors/ \$1,000,000 per occurrence, \$3,000,000 aggregate, Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed, Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.) \$1,750,000 per occurrence, \$3,000,000 aggregate, (Limits increase each July 1 through fiscal year 2008, as follows: July 1, 2005 - \$1,800,000, July 1, 2006 - \$1,850,000, July 1, 2007 - \$1,925,000, July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the Code of Virginia. Insurance/Risk Management /\$1,000,000 per occurrence, \$3,000,000 aggregate, Landscape/Architecture/\$1,000,000 per occurrence,\$1,000,000 aggregate, Legal/\$1,000,000 per occurrence, \$5,000,000 aggregate. Professional Engineer/\$2,000,000 per occurrence,\$6,000,000 aggregate, Surveying/\$1,000,000 per occurrence, \$1,000,000 aggregate.

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website (eva.virginia.gov) for a minimum of 10 days.

V. DRUG-FREE WORKPLACE: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug- free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: (part 1 of 2): The eVA Internet electronic procurement solution, website portal eva.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows: a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service

includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse. b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the

eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
(continued on part 2)

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND

ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2011 thru June 30, 2014, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

Y. AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

Z. SET ASIDES: This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.

AA. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a

domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.